

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOSE CHARACTERS FROM CLEVELAND,
LLC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-5390

Judge Virginia M. Kendall

FINAL JUDGMENT ORDER

This action having been commenced by THOSE CHARACTERS FROM CLEVELAND, LLC. (“Plaintiff” or “CARE BEARS”) against the defendants identified in the attached Amended Schedule A and using the Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

With the exception of Defendant No. 206 “Joybuy” and Defendant Nos. 201 “Caitzr”, 208 “Shenzhen Dali Industry Co., Ltd.”, 209 “Shenzhen Rongxiner Network Technology Co., Ltd.”, 210 “Shenzhen Xiaoyanzifei Network Technology Co., Ltd.”, 211 “shenzhenshimeihuidawangluokejiyouxiangongsi” and 212 “tengjingyue”, which have been excluded from this Order, none of the remaining Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of CARE BEARS Trademark and Copyrights.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trademark infringement and counterfeiting (15 U.S.C. § 1114, et seq.), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED, Defaulting Defendants are deemed in default and this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the CARE BEARS Trademarks and Copyrights or any confusingly similar trademark or name in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any products that are not genuine CARE BEARS products or are not authorized by Plaintiff to be sold in connection with the CARE BEARS Trademarks and Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any products as genuine CARE BEARS products or any other products produced by Plaintiff, that are not Plaintiff's or are not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the CARE BEARS Trademarks and Copyrights;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for

sale, and which bear any of the CARE BEARS Trademarks and Copyrights or any confusingly similar trademark or name;

e. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeiting products bearing the CARE BEARS Trademarks and Copyrights; and

f. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing any of the CARE BEARS Trademarks and Copyrights or any products that are not genuine CARE BEARS products or are not authorized by Plaintiff to be sold in connection with the CARE BEARS Trademarks and Copyrights.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, Amazon.com, Inc. (“Amazon”), AliExpress, Alipay, Alibaba, ContextLogic, Inc. (“Wish”), PayPal, Inc. (“PayPal”), Walmart.com, Inc. (“Walmart”), Payoneer, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall cancel the registrations for the Defendant Domain Names and make them inactive.
3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Amazon, AliExpress, Alipay, Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alipay”), Wish, PayPal, Walmart, Payoneer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within five (5) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights, including any accounts associated with the Defaulting Defendants listed in Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit CARE BEARS Trademarks and Copyrights on products sold through at least the Defendant Internet Stores.
5. AliExpress, Alipay and Alibaba shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by AliExpress, Alipay and Alibaba are hereby released to Plaintiff as partial payment of the above-identified damages, and AliExpress, Alipay and Alibaba are

ordered to release to Plaintiff the amounts from Defaulting Defendants' AliExpress, Alipay and Alibaba accounts within ten (10) business days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on AliExpress, Alipay and Alibaba in the event that any new AliExpress, Alipay and Alibaba accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, AliExpress, Alipay and Alibaba shall within five (5) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any AliExpress, Alipay and Alibaba accounts;
 - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' AliExpress, Alipay and Alibaba accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Amazon shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
9. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon are hereby released to Plaintiff as partial payment of the above-identified damages, and Amazon are ordered to release to Plaintiff the amounts from

Defaulting Defendants' Amazon accounts within ten (10) business days of receipt of this Order.

10. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon in the event that any new Amazon accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon shall within five (5) business days:
 - a Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Amazon accounts;
 - b Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c Release all monies restrained in Defaulting Defendants' Amazon accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
11. Wish shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
12. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Wish are hereby released to Plaintiff as partial payment of the above-identified damages, and Wish are ordered to release to Plaintiff the amounts from

Defaulting Defendants' Wish accounts within ten (10) business days of receipt of this Order.

13. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Wish in the event that any new Wish accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Wish shall within five (5) business days:
 - a Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Wish accounts;
 - b Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c Release all monies restrained in Defaulting Defendants' Wish accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
14. PayPal shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
15. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by PayPal are hereby released to Plaintiff as partial payment of the above-identified damages, and PayPal are ordered to release to Plaintiff the amounts from Defaulting Defendants' PayPal accounts within ten (10) business days of receipt of this Order.

16. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on PayPal in the event that any new PayPal accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, PayPal shall within five (5) business days:
 - a Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any PayPal accounts;
 - b Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c Release all monies restrained in Defaulting Defendants' PayPal accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
17. Walmart shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
18. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Walmart are hereby released to Plaintiff as partial payment of the above-identified damages, and Walmart are ordered to release to Plaintiff the amounts from Defaulting Defendants' Walmart accounts within ten (10) business days of receipt of this Order.
19. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Walmart in

the event that any new Walmart accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Walmart shall within five (5) business days:

- a Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Walmart accounts;
- b Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c Release all monies restrained in Defaulting Defendants' Walmart accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

- 20. Payoneer shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
- 21. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Payoneer are hereby released to Plaintiff as partial payment of the above-identified damages, and Payoneer are ordered to release to Plaintiff the amounts from Defaulting Defendants' Payoneer accounts within ten (10) business days of receipt of this Order.
- 22. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Payoneer in the event that any new Payoneer accounts controlled or operated by Defaulting

Defendants are identified. Upon receipt of this Order, Payoneer shall within five (5) business days:

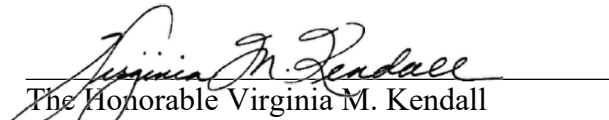
- a Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Payoneer accounts;
- b Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c Release all monies restrained in Defaulting Defendants' Payoneer accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

23. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:

- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

24. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Sean Gorman and any e-mail addresses provided for Defaulting Defendants by third parties.
25. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.
- This is a Final Judgment.

Dated: August 3, 2023


The Honorable Virginia M. Kendall
United States District Judge

AMENDED SCHEDULE A

No.	Defendant Name / Alias
1	AK SUPPER SHOP
3	H&A Everything
4	punjabishop
5	RATHORE COLLECTIONS
6	-WalMart
7	Proaa N2 Store
8	TOP1 Q6 Store
9	TOP1 XQY Store
10	vava Z7 Store
11	Jinjiang Shangyi Youpin Crafts Co., Ltd.
12	Jinjiang Shengran Garment Accessories Co., Ltd.
14	Ahaggar
15	bailishuang
16	Challenger Champions
17	curvedcoastline01
18	Eem24WXR
19	Emden100
20	enidstore
22	Gregorio
23	hardworkingbeer
24	hawaii
25	hiamisir
26	lushastore
27	seafeel
28	skymountain
29	smilelanlan
30	tenthousand
31	The green mood
32	Baiyueguang
33	Banjin Technology
38	Cassiopeia Cas
39	Cepheus Store
42	Dalkak
43	daochunshangmao
45	DOTHANHTAM
46	duoqianjinzhe
48	Etiondrm-US
49	fer ao
50	Ganlai
51	gexingstore
53	GLOBALCART1
55	H K Company

56	haikouliuerbiaoshangmaoyouxiangongsi78
68	juchuangqikejiyouxiangongsi
69	jyzgtm
70	kaishengmingchafang
74	Loveisatsunami
75	Magic Linkers
76	menglongshang
77	MinhTrangStore
82	PianoKeys
83	pingxiyiyishangmaoyouxiangongsi
87	Seiko Furniture Store
89	SHIQIYE
92	TIANKONG 的 CHENG
93	TKYdexiaodianzi
94	tulihuahuo
95	Tuntr7
96	TZXFNYT 7-15 days Delivery
101	xiaosanxiao store
102	Xin Yang Zhong Tang
103	YippyStore
104	YTTYSH-US
105	yuanzhiquan
106	YuexinYuexiang
107	Yuke Trading Co., Ltd.
108	Zhao Keping Department Store
110	ZHUSHANG
111	海南琦勇峰商贸有限公司
112	2021=Support Drop Shipping Store
113	3C Digital Brilliant Store
114	7778 Store
115	AAAAorange Store
116	Across the ocean Store
118	Ali Tech Store
119	Amada Store
120	BabiColor Official Store
121	BANDAI -11 Store
122	BAOLIWEN Store
123	BBDD Store
124	Beauty Online Store
125	Bibaboo Store
126	BibiCola Official Store
127	Cartoon Backpack Store
128	Chunchen DropShipping Store
129	CUTEMOON Official Store

130	daideshipin Store
131	Disney Direct-sale Store
132	DreamsCome True Store
133	Eachan Store
134	Fancan little boy Official Store
135	GFJ-Season Store
136	GOODA Store
139	Hiboy Store
140	HongHong Store
141	IAUT Store
142	Iirs Store
143	IM Store Store
144	iSunful Tech Store
145	IToyoko Fake Nails Store
146	Itsyoung Store
147	JL Funny Store
148	JunRong baby Store
149	Kimy Store
150	Leizi Super Cool Sticker Store
151	Lucky Plush Store
152	MASONRRINCE Store
153	O2O Wholesale Toy Store Store
154	Sapling Store
155	Shop5558065 Store
156	Shop910547233 Store
157	Young Play Store
159	Ankang Aiduobao Animation Culture Industry Co., Ltd.
162	Dongguan Fanling E-Commerce Co., Ltd.
164	Foshan Chancheng Kangkang Garment Factory
165	Fujian Kaopu Commodity Co., Ltd.
166	Guangzhou Yifan Technology Co., Ltd.
167	Hangzhou Duoqi Garments Co., Ltd.
168	Jinhua Hairong Import And Export Co., Ltd.
170	Jinjiang Leading Captain Shoes Co., Ltd.
171	Jinjiang Memine Supply Chain Management Co., Ltd.
172	Jinjiang Shunxi Trading Company Ltd.
174	Jinjiang Zugang Shoes Co., Ltd.
176	Kunshan Trust Trade Co., Ltd.
177	Quanzhou City Xiami Crafts Co., Ltd.
179	Shenzhen Dingtu Electronic Technology Co., Ltd.
180	Shenzhen Flitome Technology Co., Ltd.
181	Shenzhen Huiboxin Electronics Co., Ltd.
182	Shenzhen Jary Technology Co., Ltd.
183	Shenzhen Levin Plush Toys Co., Ltd.
184	Shenzhen Levin Toys & Gifts Co., Limited

185	Shenzhen Shuyun Industry Co., Ltd.
186	Shenzhen Yimingshang Industrial Development Co., Ltd.
188	Shenzhen Yitu Electronics Co., Ltd.
189	Yangzhou Lsd Electronics Co., Ltd.
190	Yiwu All Shine Import & Export Co., Ltd.
191	Yiwu Allo Trading Co., Ltd.
192	Yiwu Aullan Import & Export Co., Ltd.
194	Yiwu Huanhuan Garments Co., Ltd
195	Yiwu Jianzhan Trading Firm
196	Yiwu Muxi E-Commerce Firm
198	Yiwu Yingsai Garment Co.,Ltd.
199	Zhongshan Haizina Electric Appliance Co., Ltd.
200	Zhuji Jingxin Knitting Co., Ltd.
202	CHENGDUHONGNIWUKEJIYOUXIANGONGSI
203	dabojinshoushiqicai
204	GF-Huinong
205	jiningenpingshangmaoyouxiangongsi
207	LIXIN TECH
213	Tianlu Electronics
214	weifangchengkaishangmaoyouxiangongsi
215	YuanTU